



Amendment No. 1
to
Contract No. NA170000156
For
Outreach Services for Residential Compost Program
between
Cultural Strategies Inc.
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective June 20, 2020, to June 19, 2021. One option remains.
- 2.0 The total contract amount is increased by \$200,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 06/20/2017 – 06/19/2020	\$600,000.00	\$600,000.00
Amendment No. 1: Option 1 06/20/2020 – 06/19/2021	\$200,000.00	\$800,000.00

- 3.0 MBE/WBE goals were established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:  May 6, 2020

Printed Name: Sebastian Puente
Authorized Representative

Cultural Strategies Inc.
3300 Bee Cave Road., #650
Austin, TX 78746
spuente@cultural-strategies.com
(512) 501-4971 Ext. 701

Signature & Date: Cyrenthia Ellis

Digitally signed by Cyrenthia Ellis
DN: cn=Cyrenthia Ellis, o=City of Austin,
ou=Procurement Office,
email=Cyrenthia.Ellis@cityofaustin.gov, c=US
Date: 2020.06.15 13:58:11 -0500

Cyrenthia Ellis, Procurement Manager
City of Austin
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Cultural Strategies Inc. ("Contractor")
for
Outreach Services for Residential Compost Program
MA 1500 NA170000156**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Cultural Strategies Inc. having offices at Austin, TX 78701 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP 1500 SLW0516-

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, RFP 1500 SLW0516-1, including all documents incorporated by reference
- 1.1.3 Cultural Strategies Inc.'s Offer, dated January 30, 2017, and Cultural Strategies Inc.'s Response to the City's Best and Final Offer dated March 9, 2017.

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of 36 months and may be extended thereafter for up to two 12-month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$600,000 for the initial Contract term and \$200,000 for each extension option. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

1.6 Clarifications and Additional Agreements. The following are incorporated into the Contract.

1.6.1 In the 0500 Scope of Work, Section 4.b.ii.5 is replaced in its entirety with the following:

No more than two attempts by Contractor staff to conduct face to face communications with each household as defined in the targeted outreach areas via door to door outreach.

1.6.2 In the 0500 Scope of work, Section 4.b.ii.6 is hereby added:

The Contractor shall make every effort to hire outreach staff for the door to door outreach from within the neighborhoods identified for targeted door to door outreach, as a means of building a relationship with the neighborhood and trust among customers.

1.6.3 In the 0500 Scope of Work, Section 4.c. is replaced in its entirety with the following:

Outreach activities shall occur ideally between three months prior to and three months after the first date of service in each year of curbside compost service expansion. ARR and the Contractor will work together to finalize the outreach timeline in the work plan.

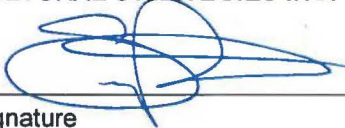
1.6.4 The Contractor intends to pay employees performing under this contract the City's current living wage of \$13.50 per hour. Wages paid to employees are subject to provisions under Section 17, Audits and Records of the Standard Terms and Provisions.

- 1.7 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Juan Tornoe, Phone: 512-501-4971 Ext. 702, Email address: jtornoe@cultural-strategies.com. The City's Contract Manager for the engagement shall be Jennifer Denton, Phone: 512-974-2744, Email address: jennifer.denton@austintexas.gov. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement shall be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor shall promptly notify the City's Contract Manager and obtain approval for the replacement. Such approval will not be unreasonably withheld.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

CULTURAL STRATEGIES INC.

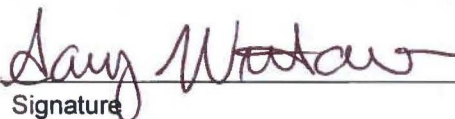

Signature

Sebastian Puente
Printed Name of Authorized Person

President
Title

June 19, 2017
Date

CITY OF AUSTIN


Signature

Sandy Wirtanen
Printed Name of Authorized Person

Procurement Specialist III
Title

6/20/17
Date



Austin Resource Recovery

a City of Austin Service

Solicitation No.: RFP 1500 SLW0516-1

Outreach Services for Residential Compost Program

January 30, 2017



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January 30, 2017

City of Austin
Attention: Sandy Wirtanen, Senior Buyer
124 West 8th Street, Room 308
Austin, TX 78701

Re: Solicitation # RFP 1500 SLW0516-1 - Outreach Services for Residential Compost Program

Ms. Wirtanen:

Thank you for allowing our firm the opportunity to submit a response for the above referenced RFP and to be considered as your partner in this effort. We have an agile and highly disciplined multicultural community outreach team ready to go to work for you. Our approach to this RFP is a collaboration between our firm and Group Solutions RJW, another Austin agency who's work and experience in our community is held in high regard. We feel the combination of our agency resources and collective experience will be a powerful complement to the Residential Compost Program's Outreach need and goals.

Please let me know if there are any initial questions you have regarding this proposal. We look forward to having a conversation with you and your team should an invitation be extended.

All the best,



Sebastian Puente
Partner, CEO

Tab I Executive Summary

Executive Summary

Austin Resource Recovery (ARR) provides a broad range of services, including residential curbside collection of trash, recycling and yard trimmings as well as street sweeping and household hazardous waste collections. ARR's mission is to achieve Zero Waste by providing services that promote waste reduction, increase resource recovery, and support the City's sustainability efforts.

The Purpose of this Request for Proposal is identifying and selecting a contractor that during the next 3 years (plus two potential 12-month extensions) will spearhead ARR's outreach efforts to inform and educate residential customers about its Curbside Compost Program, the City's Zero Waste goals, and other programs. This must be accomplished assuring African American, Hispanic and Asian populations are reached in a culturally appropriate, in-language, and effective manner.

Currently, the ARR Curbside Compost Collection Pilot Program serves 14,000 households, which might increase to 30,000 within one year. In 2016 Austin City Council approved the expansion of Curbside Compost Collection Services to all Austin residential customers over a five-year period, which by 2020 are projected to be 210,000 households, including single-family homes, duplexes, and multi-family properties with up to four units. Therefore, residential customer outreach efforts could potentially increase 15-fold within the duration of this contract.

Cultural Strategies, together with its sub-consultant Group Solutions RJW, proposes to deliver outreach and education services to customers in the Austin area. Together these two teams offer the ARR the experience, expertise and capacity to promptly begin outreach services for the Curbside Compost Program and to scale the program to reach ARR's Zero Waste goals.

Founded in 2009 Austin, Texas, Cultural Strategies is a marketing and communications firm providing effective community engagement strategies and persuasive marketing concepts that resonate with an ever more multicultural Central Texas. With rich experience in multicultural and multilingual outreach, marketing, advertising, and communications, Cultural Strategies helps organizations and businesses achieve their social, economic, cultural, and political goals and objectives.

Group Solutions RJW was founded in Austin in 1992 as the Robena Jackson Agency. The full name of the proposing organization is RJW Operations, Inc., dba Group Solutions RJW, a business incorporated in Texas in 1999.

Cultural Strategies, together with Group Solutions RJW, proposes to deliver outreach and education services to customers in the Austin area. Together these two teams offer the ARR the experience, expertise and capacity to promptly begin outreach services for the Curbside Compost Program and to scale the program to reach ARR's Zero Waste goals.





Tab I Executive Summary

Cultural Strategies has helped build effective communication and outreach strategies for respected institutions in a variety of industries such as local government, public services, health care, education, and nonprofits. Our roster of clients includes the City of Austin, Central Health, Sustainable Food Center, Texas Association of Community Health Care Centers, Seton Healthcare Family, Austin ISD, and The University of Texas System. Some of our projects include CodeNEXT (Public and Development Review Department), Guadalupe Corridor Improvement Program and Airport Boulevard Corridor Study (Austin Transportation Department), Go Smart Austin (Public Works), Neighbors to the Rescue (Homeland Security and Emergency Management), the Montopolis Recreation and Community Center (Parks and Recreation Department), and City of Austin Street Impact Fee (Transportation Department).

Group Solutions RJW has a history of successful public involvement and communication on projects involving diverse stakeholders representing neighborhood, environmental, business, and/or governmental interests. Group Solutions has worked for numerous clients across the Austin area including the City of Austin, Travis County, Capital Metro, Lower Colorado River Authority, Texas Department of Transportation (TxDOT), Capital Area Metropolitan Planning Organization (CAMPO), Central Texas Regional Mobility Authority, and Austin Independent School District. Some of our City of Austin projects include Austin Zero Waste (Solid Waste Services), Govalle Projects (Austin Water), Imagine Austin (Public and Development Review Department), CodeNEXT (Public and Development Review Department), Holly Power Plant Decommissioning (Austin Energy), Safe Walk and Safe Bike Campaign (Public Works Department) and COA Youth Services Programming Model (City Manager's Office).

It is commonly understood that culture is mostly defined by ethnicity, while in fact culture is the collective social institutions, customs, intellectual expressions, values, and way of life of a particular group. We are all connected to and participate in different cultures. And those cultures, whether organizational, ethnic, lifestyle or musical, have unique personalities with traits that are influenced by the environment, technology, as well as other cultures around them. We strive to find the touch points between our client's goals and objectives and our target audience's culture, thus creating an authentic experience where the two can blend.

Within two weeks after contract execution, Cultural Strategies team (hereafter referred to as Cultural Strategies) will provide its work plan and timeline for the first year's activities (fiscal year 2016-2017), for which there is a \$100,000 assigned budget. Work plans for each year thereafter will be submitted at the end of the previous year.

Cultural Strategies will work on reaching, informing and educating ARR's diverse residential customer base regarding the Curbside Compost Program, the City's Zero Waste goals and other programs. These initiatives will include face to face efforts such as door-to-door outreach, trainings, workshops, and presentations. They will



Tab I Executive Summary

also include additional creative strategies to inform, educate, and engage Austin's diverse communities, in-culture and in-language, regarding ARR's programs. Essential to the success of these efforts is the active involvement of nonprofit, community, and neighborhood organizations.

As indicated by ARR, outreach activities will take place in selected areas of the City, based on the current year's recycling rates, between at least April & August of each year; all area-targeted door-to-door resident outreach must occur in strategic areas of greatest opportunity and exclusively between 9AM and 8PM. A minimum of 5 workshops/presentations per month will be held; this could vary based on attendance and need. We are expecting other creative outreach strategies to continue beyond the mentioned areas, dates and times.

For ARR to be fully informed about outreach effort's progress and success, Cultural Strategies will report all activities utilizing the forms, formats and processes it will receive. Through these, ARR will be updated on all face to face communication attempts, training session attendance or rescheduling (if minimum participation is not accomplished) and activity participant surveys (for events, training sessions, and presentations). Cultural Strategies will also maintain and present monthly activity logs for all activities: number of face-to-face interactions with customers, the number of events hosted, the number of training sessions conducted, the number of presentations made, and the names of community organizations and/or neighborhood associations attending events.



Tab 2-i City of Austin Purchasing Documents Offer Sheet

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Cultural Strategies Inc.

Company Address: 600 Congress Ave., 14th Floor

City, State, Zip: Austin, TX 78701

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: Sebastian Puente

Title: Partner, CEO

Signature of Officer or Authorized Representative: 

Date: January 30, 2017

Email Address: spuente@cultural-strategies.com

Phone Number: (512) 501-4971 Ext. 701

*** Proposal response must be submitted with this Offer sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

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harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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PURCHASING OFFICE
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13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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30. DELAYS:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

- A. General Requirements.
 - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
 - ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
 - iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
 - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
 - v. "Foreign end product" means an end product other than a domestic end product.
 - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

**CITY OF AUSTIN
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SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)
All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by no later than one week prior to the solicitation due date. Requests can be emailed to sandy.wirtanen@austintexas.gov.
2. **INSURANCE:** Insurance is required for this solicitation.
 - A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.
 - i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
 - ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
 - iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
 - iv. The Certificate of Insurance, and updates, shall be mailed to the following address:
City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767
 - B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.
 - i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
 - ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

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- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to two additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
 - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be emailed to the below address:

	City of Austin
Department	Austin Resource Recovery
Attn:	Accounts Payable
Email Address	ARR.AP@austintexas.gov
 - B. The Contractor agrees to accept payment by credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of

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processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

6. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

7. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Contractor personnel will be required to check in at the security desk when entering or leaving any City building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- B. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

8. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed 20% for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

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SUPPLEMENTAL PURCHASE PROVISIONS**

- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:**

Weight % or \$ of Base Price: 100%	
Database Name: Producer Price Index	
Series ID: CIU201S000300000I (B)	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States (National)	
Description of Series ID: Total compensation for Private industry workers in Service-providing, service occupations, Index	
This Index shall apply to the following items of the Cost Proposal Form: All	

- E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

Adjustment of a Portion of the Base Price: A portion of the Base Price changes such that only part of the price is adjusted, while the balance of the Base Price remains fixed. The portion of the Base Price subject to adjustment is defined in D iii. above.

Index at time of calculation
Divided by index on solicitation close date
Equals change factor
Multiply the Base Price by the portion of Base Price subject to change = weighted portion
Multiply the weighted portion times the change factor
Equals the Adjusted Price for the portion of the Base Price subject to the Index change
Add the portion of the Base Price not subject to adjustment
Equals the Adjusted Price

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

9. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Jennifer Denton, Community Engagement Consultant

1520 Rutherford Lane, Austin, TX 78754

512-974-2744, jennifer.denton@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**CITY OF AUSTIN
SCOPE OF WORK
OUTREACH SERVICES FOR RESIDENTIAL COMPOST PROGRAM
SOLICITATION NUMBER: RFP 1500 SLW0516-1**

1. PURPOSE AND OBJECTIVES

The City of Austin (City) seeks proposals from qualified Contractors experienced in providing education and outreach services to customers in the Austin area. The education and outreach services will provide residential customers with information on the Curbside Compost program, as well as the City's Zero Waste goals and other programs.

Proposals shall include involvement from nonprofit and community organizations, such as faith based or environmental education organizations.

NOTICE: The City reserves the right to award this contract to one or more qualified Contractors as determined to be in the City's best interest. There are no guarantees of any minimum hours or services to be provided by the Contractors. Services will be requested by the City as deemed necessary by the City's Project Manager. Where multiple Contractors are selected, the City may elect to request contracted services from any one or combination of Contractors as it chooses.

2. BACKGROUND

ARR provides a broad range of services, including residential curbside collection of: trash, recycling and yard trimmings as well as street sweeping and household hazardous waste collections.

ARR's mission is to achieve zero waste by providing excellent customer services that promote waste reduction, increase resource recovery, and support the City's sustainability efforts. In 2009, Austin City Council committed to achieving zero waste by 2040 by diverting 90% of all discarded materials generated within the City away from landfills and incinerators in order to increase the life of local landfills, reduce harmful environmental impacts and stimulate economic development.

In 2012 ARR launched the Curbside Compost Collection Pilot Program with 7,500 households and added an additional 6,500 households in February 2014.

In 2016 Austin City Council approved the expansion of the Curbside Compost Collection Service to all Austin residential customers over a five year period, so that all of its curbside customers will be provided compost services by 2020. ARR currently serves approximately 190,000 curbside customers, including single-family homes, duplexes, and multi-family properties with up to four units. The customer base is projected to grow to approximately 210,000 curbside customers by 2020.

3. MINIMUM QUALIFICATIONS

The City seeks Contractors who:

- a. Have experience with outreach and education services, specifically to Austin residents;
- b. Have experience with outreach related to sustainability or environmental stewardship efforts;
- c. Have experience working with community, neighborhood groups, non-profits and environmentally focused organizations;
- d. Have developed annual work plans;
- e. Have experience with face to face communications, conducting workshops, trainings, and presentations;
- f. Have experience with door to door direct communication with residents.
- g. Have staff fluent in Spanish. The City is prepared to provide interpreter services through current contracts for additional languages whenever needed.

**CITY OF AUSTIN
SCOPE OF WORK
OUTREACH SERVICES FOR RESIDENTIAL COMPOST PROGRAM
SOLICITATION NUMBER: RFP 1500 SLW0516-1**

4. DELIVERABLES

The City requires the following deliverables from the Contractors.

- a.** An annual work plan that outlines the Contractor's recommended approach and strategies for communication with Austin's diverse population on the topic of composting and other ARR services. The work plan, with contents as described below, shall be submitted beginning with the second year of the contract term and each year thereafter. This is in addition to the work plan required to be submitted as part of the Contractor's response to the solicitation.
 - i.** The work plan shall include at a minimum, strategies for face to face communication as outlined in the face to face communications section below. Contractors are encouraged to propose additional innovative approaches for providing education and encouraging participation in the new composting collection program as well as other ARR curbside programs.
 - ii.** The work plan shall include:
 - 1.** An explanation of the Contractor's strategies, resources and experiences in working with the African American community, the Asian community and the Hispanic community;
 - 2.** The Contractor's creative strategies to reach the above referenced populations in a culturally appropriate and effective manner;
 - 3.** A requirement that Contractor outreach staff will be able to converse with residents in a variety of languages, including Spanish, Chinese and Vietnamese; and,
 - 4.** Contractor's explanation of how Contractor will provide interpreter services when needed.
- b.** Face to face communication with Austin's diverse population to include:
 - i.** Community based trainings, workshops, and presentations to neighborhood associations and other groups about composting and ARR zero waste initiatives;
 - 1.** Information presented at community based training, workshops, and presentations to neighborhood associations and other community groups shall include:
 - a.** How to compost correctly in the home and at the curb to ensure compliance and low contamination;
 - b.** How to keep bins and containers clean and pest free;
 - c.** How composting helps Austin reach the City's zero waste goal and why that is important;
 - d.** ARR zero waste goals and associated materials and flyers;
 - e.** Distribution of kitchen compost collectors at the end of each event;
 - f.** Contractor's consideration of the needs of the specific community event audience while working to remove barriers to attendance, such as providing interpreters or childcare services, as well as consideration of the scheduling date and time of the event;
 - ii.** Targeted door to door outreach to residents in areas determined by ARR, that take place during daytime hours, between 9 a.m. and 8 p.m. (No door to door outreach is allowed after 8 p.m. per City ordinance). Outreach shall include:
 - 1.** Advice and education of residents on how to compost correctly in the home and at the curb to ensure compliance and low contamination;
 - 2.** Advice and education of residents on how to keep bins and containers clean and pest free;
 - 3.** Advising residents how composting helps Austin reach the City's zero waste goal and why that is important;
 - 4.** Distribution of ARR materials and flyers; and,
 - 5.** No less than four attempts by contractor staff to conduct face to face communications with each household as defined in the targeted outreach areas via door to door outreach.

**CITY OF AUSTIN
SCOPE OF WORK
OUTREACH SERVICES FOR RESIDENTIAL COMPOST PROGRAM
SOLICITATION NUMBER: RFP 1500 SLW0516-1**

- c.** Outreach activities shall occur ideally between, but is not limited to, the months of April – August in each year of the contract. The activity period will be finalized and agreed upon by ARR staff.
 - d.** Prior to providing any outreach services, all contractor staff shall attend a four hour training session provided by ARR staff on the subjects of ARR curbside composting, curbside recycling services and dress code.
 - e.** Contractors shall maintain written documentation (in a format provided by ARR) of each face to face communication attempt via door to door outreach. Written documentation shall include:
 - i.** Resident's name;
 - ii.** Resident's address;
 - iii.** Date and time of face to face communication attempt;
 - iv.** Indication whether the face to face communication attempt was successful or unsuccessful; and,
 - v.** The name of the Contractor's outreach staff attempting the face to face communication.
 - f.** A minimum of ten attendees at each outreach training session or presentation. If less than ten attendees are present, the Contractor shall reschedule the training.
 - g.** The Contractors shall utilize an attendance sheet (in a format provided by ARR) at all outreach events, training sessions or presentations that include the attendees' name, address and e-mail address. If attendees decline to provide their address and e-mail address then Contractor shall record their name and zip code.
 - h.** Contractors shall conduct surveys at all outreach events, training sessions or presentations. Such surveys shall evaluate the quality of the event, workshop, training, materials, etc. ARR will provide template for the survey.
 - i.** Contractors shall maintain a 75% favorable response rate on surveys. In the event that Contractor fails to achieve a 75% favorable response rate, ARR staff will request a contract review.
 - j.** Contractors shall maintain monthly activity logs for all activities. The logs shall contain the number of face to face interactions with customers, the number of events hosted, the number of training sessions conducted, the number of presentations made, and the names of community organizations and or neighborhood associations attending events.
 - k.** Contractors shall provide their work plan and timeline for the first year's activities within two (2) weeks of contract execution.
 - l.** Contractors shall provide the names, titles, e-mail addresses, physical addresses, and phone numbers for each of their designated points of contact at the time of contract execution as well as at any time Contractor makes changes to designated points of contacts.
- 5.** Contractors shall remove outreach staff assigned to this contract at any time ARR requests.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS**

1. PROPOSAL FORMAT

Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall be organized in the following format and informational sequence:

- A. **Tab 1 – Executive Summary:** Provide an Executive Summary of three pages or less which gives in brief terms a summation of the Proposal.
- B. **Tab 2 – City of Austin Purchasing Documents:**
Complete and submit the following documents:
- i. Offer Sheet
 - ii. Section 0510 – Exceptions Checklist
 - iii. Section 0605 – Local Business Presence Identification
 - iv. Section 0700 – Reference Sheet
 - v. Section 0835 – Non-Resident Bidder Provisions
 - vi. Signed Addendums
 - vii. Completed and signed Section 0900 No Goals Utilization Plan (if applicable). **If you will be utilizing subcontractors, you must contact the Small and Minority Business Resources Department (SMBR) at 512-974-7600 to obtain a list of MBE/WBE firms available to perform the service and include the completed 0900 No Goals Utilization Plan with your proposal packet. Include 0900 No Goals Utilization Plan in Tab 2.**
- C. **Tab 3 – Authorized Negotiator:** Include the name, address, and telephone number of the person in your organization authorized to negotiate Contract terms and render binding business decisions on Contract matters.
- D. **Tab 4 – Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, non-profit entity or individual. Include the State in which incorporated or licensed to operate.
- E. **Tab 5 – System Concept and Solution:** Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
- F. **Tab 6 – Work Plan:** Provide a document that describes the Contractor's plan for accomplishing specifications contained in the Scope of Work including time related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones and decision points related to the Scope of Work. Additionally the Work Plan should outline the Contractor's recommended approach and strategies for communicating with Austin's diverse populations on the topic of composting and other ARR services. The Work Plan shall:
- i. Include a description of your work program by tasks. Detail the steps you will take in proceeding from Task 1 to the final tasks.
 - ii. Include a description of the level at which non-profit or community organizations will be utilized.
 - iii. Include the degree of definition provided in each technical element of your plan.
 - iv. Include a listing of the points at which written, deliverable reports will be provided.
 - v. Include, at a minimum, the Contractor's recommended approach, strategies, resources and experience in communicating (including face to face) with the African American, Hispanic and Asian populations on the topic of composting and other ARR services.
 - vi. Include a description of the Contractor's creative strategies to reach the above referenced populations in a culturally appropriate and effective manner.

**CITY OF AUSTIN
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PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS**

- vii. Include a description of Contractor's strategies to have outreach staff that is capable of conversing with residents in Spanish.
 - viii. Describe how the Contractor will represent the City in a professional manner.
 - ix. Describe how the Contractor will provide information to customers in a respectful manner.
- G. **Tab 7 – Prior Experience:** Describe only relevant experience of your organization in working with residential customers (not commercial businesses) and individual experience for personnel who will be actively engaged in the project. Demonstrate qualifications to plan, implement, track, analyze, and report the results of this outreach. Do not include experience unless personnel assigned to this project actively participated. Do not include experience prior to 1998. Specifically include:
- i. Experience managing multiple projects, collaborating with other contractors and stakeholders, and meeting deadlines.
 - ii. Experience planning and implementing complex community outreach efforts based on behavior change principles.
 - iii. Experience promoting and implementing new programs and building consensus with stakeholders.
 - iv. Ability to provide face-to-face outreach in Spanish, Chinese and Vietnamese or other languages related to demographics in the City of Austin.
 - v. Experience conducting outreach in a culturally competent manner, including the ability to honor and respect the beliefs, language, interpersonal styles and behaviors of individuals and residents receiving services.
 - vi. Experience working with and involvement in professional organizations, community associations or nonprofits in the City of Austin. Experience working with local community, residents, neighborhood associations, and community organizations.
- H. **Tab 8 – Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities as well as roles and responsibilities for staff assigned to this contract. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
- I. **Tab 9 – Cost Proposal:** Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. Please complete and include Section 0600B Cost Sheet.
- i. Manpower. Itemize to show the following for each category of personnel with separate hourly rates:
 - (1) Assistant, Outreach Workers, Supervisor, and Manager/Executive
 - (2) estimated hours for each category of personnel
 - (3) rate applied for each category of personnel
 - (4) total cost
 - ii. Itemize cost of supplies and materials
 - iii. Other itemized direct costs
 - iv. If applicable, general and administrative burden. Indicate base used, percentage, and total cost relative to this procurement.
 - v. Printing. State separately the cost of furnishing copies of the final report (if applicable).
 - vi. Total cost schedule.

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PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS**

- J. **Tab 10 – Proposal Acceptance Period:** All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

2. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2-7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

3. **PROPRIETARY INFORMATION:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

4. **EXCEPTIONS:** List any exceptions that your company is making to the solicitation in Section 0510. Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

5. **DEBRIEFINGS:** Any Offeror to this solicitation may request a debriefing up until 30 calendar days after the contract has been fully executed. Accepting debriefing requests after 30 days of contract execution will be at the sole discretion of the City. Debriefings will be scheduled at the availability of the authorized point of contact and will focus specifically on the offer submitted by the Offeror.

6. **PROPOSAL PREPARATION COSTS:**

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

7. **EVALUATION FACTORS AND AWARD**

- A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS**

B. Evaluation Factors:

i. 100 points.

- | | |
|---|-----------|
| (1) Total Evaluated Cost (0600B) | 25 points |
| (2) Prior Experience and Project Management Structure (Tab 7 & 8) | 25 points |
| (3) System Concept and Solution (Tab 5) | 20 points |
| (4) Work Plan (Tab 6) | 20 points |
| (5) Local Business Presence | 10 points |

Team's Local Business Presence	Points Awarded
Local Business Presence of 90% to 100%	10
Local Business Presence of 75% to 89%	8
Local Business Presence of 50% to 74%	6
Local Business Presence of 25% to 49%	4
Local Business Presence of between 1 and 24%	2
Local Business Presence of 0%	0

- ii. Presentations, Demonstrations Optional. The City will score proposals on the basis of the criteria listed above. The City may select a "short list" of Proposers based on those scores. "Short-listed" Proposers may be invited for presentations, or demonstrations with the City. The City reserves the right to re-score "short-listed" proposals as a result, and to make award recommendations on that basis.



Tab 2-ii City of Austin Purchasing Documents Exceptions Checklist

ADDITIONAL INFORMATION

Upon review of the Proposal Preparation Instructions and Evaluation Factors document within this RFP, Cultural Strategies understands the clause below has determined no need for exceptions to the stated language as written.

Exceptions to the Proposal: The Proposer shall clearly indicate each exception taken and indicate the alternative language along with the business need for the alternative language. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Proposer of the Solicitation as proposed by the City. The City reserves the right to reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation.





Tab-iii 2 City of Austin Purchasing Documents

0605 Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Cultural Strategies Inc.	
Physical Address	600 Congress Ave., 14th Floor, Austin, TX 78701	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	<input type="radio"/> Yes	<input type="radio"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input type="radio"/> Yes	<input type="radio"/> No



Tab 2-iii City of Austin Purchasing Documents

0605 Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

SUBCONTRACTOR(S):

Name of Local Firm	Group Solutions, RJW	
Physical Address	9401 Shoak Creek Blvd, Austin, Texas 78757	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes <input type="checkbox"/>	No <input type="checkbox"/>



Tab 2-iv City of Austin Purchasing Documents

0700 Reference Sheet

Responding Company Name Cultural Strategies Inc.

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name Sendero Health Plans
Name and Title of Contact Linda Burton, Director of Membership & Marketing
Project Name Ideal Magazine, ACA Open Enrollment Marketing, Media Buying
Present Address 2028 E. Ben White Blvd., Suite 400
City, State, Zip Code Austin, TX 78741
Telephone Number (512) 978-8452 Fax Number (512) 901-9704
Email Address linda.burton@senderohealth.com

2. Company's Name Kimley-Horn/COA Transportation Department
Name and Title of Contact Tom Grant, Project Manager Guadalupe Corridor I.P.
Project Name Guadalupe Corridor Improvement Program
Present Address 3701 Lake Austin Blvd.
City, State, Zip Code Austin, TX 78703
Telephone Number (214) 420-5622 Fax Number (214) 420-5680
Email Address tom.grant@kimley-horn.com

3. Company's Name Central Health
Name and Title of Contact Monica Crowley, Director of Comm. and Compliance
Project Name ACA Open Enrollment, Southeast Health & Wellness Center Grand Opening
Present Address 1111 East Cesar Chavez
City, State, Zip Code Austin, TX 78702
Telephone Number (512) 978-8159 Fax Number (512) 978-8156
Email Address monica.crowley@centralhealth.net



Tab 2-v City of Austin Purchasing Documents

0835 Non-Resident Bidder Provision

Company Name Cultural Strategies Inc.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Texas Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: N/A Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Tab 2-vi City of Austin Purchasing Documents Signed Addendum



ADDENDUM OUTREACH SERVICES FOR RESIDENTIAL COMPOST PROGRAM CITY OF AUSTIN, TEXAS

Solicitation: RFP SLW516-1

Addendum No: 1

Date of Addendum: 1/18/2017

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Changes to the solicitation due dates as follows:

I.1 The proposal due date is hereby extended until 2:00 PM Tuesday, January 31, 2017.

II. Questions:

Q1: When is the anticipated contract start date?

A1: The department is planning for the project to go before the Zero Waste Advisory Committee for approval in April and go before Council in April or May. A contract execution date will vary based on negotiation after Council approval.

Q2: In the Proposal Preparation Instructions, it seems that there will be a lot of overlap between Tabs 5 and 6. Is there anything specifically you want to see in each?

A2: No. If there will be overlap, please include the information in both places.

Q3: In the Proposal Preparation Instructions, under Tab 5, what is meant by "understanding of the requirement presented in the Scope of Work"? Should we go point by point through the Scope?

A3: You can.

Q4: Is there a set budget for this project?

A4: The department has \$100,000 approved in the budget for this project in 2016-2017 fiscal year. The future budgets have not been determined and could vary based on the initial term and development of the program.

Q5: In the Proposal Preparation Instructions, under Tab 7 iii., who do you consider to be stakeholders?

A5: Anyone with ties to the project/area, community leaders or who influences the decisions being made.

Q6: In the Proposal Preparation Instructions, under Tab 6 iii, please provide some clarification of what the City is asking for.

A6: Please define the technical terms used in your work plan, to ensure a clear understanding.

Q7: Does the City know how many workshops/presentations are expected to be delivered each month? Also, does the City know which specific districts need to be focused on in the RFP submission or if the City has a preference?

A7: We would like to see a minimum of 5 workshops/presentations per month but expect that the number will vary based on attendance and need. We plan to focus the face to face outreach in strategic areas of greatest opportunity based on historical recycling data and community needs. These strategic areas will be determined, in consultation with contractor(s), after routes for 2017 have been finalized by ARR staff.

Tab 2-vi City of Austin Purchasing Documents Signed Addendum

Q8: In the Scope of Work, section 3.g., it is indicated that the City will provide interpreter services for languages other than Spanish; however Section 4.a.ii.3. states the work plan should include that outreach staff be able to converse with residents in a variety of languages. Also, in the Proposal Preparation Instructions, under Tab 7 iv., the Proposer should include information on prior experience with face-to-face outreach in languages including Chinese and Vietnamese. Please confirm that it would be OK to use City interpreters for these situations.

A8: When making presentations/workshops to a larger, group or audience, we expect that interpreter services will be needed. The City can help provide those interpreters. When communicating door to door in neighborhoods, we expect that contractors will have the staff able to communicate with those residents in the appropriate languages.

Q9: Is it correct that Proposers should submit the first year's work plan and timeline, and upon award, the vendor would deliver work plans at the beginning of each year of the contract?

A9: Yes

Q10: Does the Proposer need to list experience reaching out to African American and Asian communities in Austin only? Can experience elsewhere be listed?

A10: We would prefer Austin first, but will consider additional communities as well.

Q11: In the Proposal Preparation Instructions, under Tab 6 iv., is there a specific format the City would request/require for these reports?

A11: We do not have a specific format in mind at this time, but would like to work with the vendor to establish one.

Q12: In the Proposal Preparation Instructions, under Tab 6 vi., does the Proposer need to present Spec Spots/collateral materials or just descriptions of them?

A12: We would like to see descriptions of examples you propose to use on this project and descriptions of examples you have used in the past.

Q13: Should the Proposals include which areas of town to visit for outreach?

A13: Yes. After Contract award, the City and vendor can prepare this together looking at the current years' recycling rates. This information will be available by contract award, not by the solicitation closing date.

Q14: What are the citizen demographics for each district?

A14: There is a map online that shows where the current Pilot program participants are located. ARR expects the 2017 routes to be adjacent to the Pilot areas; however, the Contractor will not be asked to go door-to-door for all areas, rather more targeted areas for outreach.

Q15: Will the Contractor begin going door-to-door?

A15: Yes. The contractors will hire staff to go door to door

Q16: In the Proposal Preparation Instructions, is the executive summary meant to be free form, or is there a specific outline the City wishes to see?

A16: It is meant to be open.

Q17: In the Scope, Section 1., it is mentioned that the proposals shall include involvement from nonprofit and community organizations. Can the City elaborate on this requirement?

A17: ARR is seeking vendors that partner with local community organizations and non-profit organizations that have ties to the communities. That can take the form of contractors presenting at non-profit organized events, or non-profit involvement in contractor hosted/organized events. The intention behind this is that the outreach be fully immersed in the community, meeting the audience where they are and not telling them they must meet you/us where we are.

III. Additional Information: The pre-proposal sign in log is attached.



Tab 2-vi City of Austin Purchasing Documents Signed Addendum

IV. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.


APPROVED BY:


Sandy Wirtanen, Senior Buyer
Purchasing Office, 512-974-7711

Date: 1/18/17

ACKNOWLEDGED BY:

Sebastian Puente
Name


Authorized Signature

1/30/2017
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



Tab 2-vii City of Austin Purchasing Documents

0900: No Goals Utilization Plan

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER: RFP SLW0516-1

PROJECT NAME: OUTREACH SERVICES FOR RESIDENTIAL COMPOST PROGRAM

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope

Yes ☒ _____ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Cultural Strategies Inc.

Company Name

Sebastian Puente, CEO

Name and Title of Authorized Representative (Print or Type)

Signature

January 30, 2017

Date



Tab 2-vii City of Austin Purchasing Documents

0900: Minority-&-Women-Owned Enterprise

SOLICITATION NUMBER: RFP SLW0516-1

PROJECT NAME: OUTREACH SERVICES FOR RESIDENTIAL COMPOST PROGRAM

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	Cultural Strategies Inc.		
Address	600 Congress Ave., 14th Floor		
City, State Zip	Austin, TX 78701		
Phone Number	(512) 501-4971	Fax Number	(512) 501-4971
Name of Contact Person	Sebastian Puente		
Is Company City certified?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Sebastian Puente, CEO

Name and Title of Authorized Representative (Print or Type)

Signature

January 30, 2017

Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. Attach Good Faith Effort documentation if non MBE/WBE firms will be used.

Sub-Contractor / Sub-Consultant	Group Solutions RJW		
City of Austin Certified	MBE <input checked="" type="checkbox"/> WBE <input checked="" type="checkbox"/> Ethics / Gender Code: <u>AA/WB</u> <input type="checkbox"/> Non-Certified		
Vendor ID Code	GRO7148575		
Contact Person	Robena Jackson	Phone Number	512 448-4459
Amount of Subcontract	402 (percent)		
List commodity codes & description of services	91826-Communications PR Consulting; 96102 PF-Group Process Facilitator 91503-Advertising/PR; 915736-Public Awareness		

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____



Tab 3 Authorized Negotiators

Agency Capabilities

Marketing & Communications

Research & Insights
Brand & Identity Development
Message Development
Creative Execution
Media Planning/Buying
Communication Plans
Earned Media
Bilingual Custom Publishing

Engagement

Public Engagement/Public Information
Multicultural Comm. & Outreach Plans
Partnership Development
Public & Stakeholder Coalition Building

Advocacy

Cause-Oriented Campaign Development
Coalition Building/Partnership
Grassroots Management

Web & Social Media

Web site Design & Development
Social Media Strategy &
Implementation
Search Engine Marketing

Spanish Translation/Transcreation

AUTHORIZED NEGOTIATOR

Sebastian Puente
Partner, CEO

Physical Address:
600 Congress Avenue, 14th Floor
Austin, Texas 78701

Mailing Address:
3300 Bee Cave Road, #650-1136
Austin, TX 78746

512 501 4971 Ext 701 Voice/Fax
spuente@cultural-strategies.com



Tab 4 Business Organization

Agency Capabilities

Marketing & Communications

Research & Insights
Brand & Identity Development
Message Development
Creative Execution
Media Planning/Buying
Communication Plans
Earned Media
Bilingual Custom Publishing

Engagement

Public Engagement/Public Information
Multicultural Comm. & Outreach Plans
Partnership Development
Public & Stakeholder Coalition Building

Advocacy

Cause-Oriented Campaign Development
Coalition Building/Partnership
Grassroots Management

Web & Social Media

Web site Design & Development
Social Media Strategy &
Implementation
Search Engine Marketing

Spanish Translation/Transcreation

CULTURAL STRATEGIES INC. IS AN AUSTIN-BASED COMPANY THAT IS NOT A SUBSIDIARY OF A LARGER CORPORATION, NOR DOES IT MAINTAIN OR OPERATE EXTERNAL OFFICES. ALL WORK PERFORMED UNDER THIS CONTRACT WILL BE CONDUCTED BY ITS AUSTIN-BASED TEAM.

PRIME RESPONDENT INFORMATION

CULTURAL STRATEGIES

Cultural Strategies Inc.
Texas Corporation, Subchapter S
FED EIN # 26-416-3502
HUB Certified #1264163502900
City of Austin MBE Certified
Vendor Code # VS0000024713

Physical Address:
600 Congress Avenue, 14th Floor
Austin, Texas 78701

Mailing Address:
3300 Bee Cave Road, #650-1136
Austin, TX 78746

www.cultural-strategies.com
info@cultural-strategies.com

512 501 4971 Main/Fax

SUBCONSULTANT INFORMATION



GROUP SOLUTIONS RJW

PUBLIC INVOLVEMENT • COMMUNICATIONS

8401 Shoal Creek Blvd.
Austin, TX 78757

www.groupsolutionsrjw.com
info@groupsolutionsrjw.com

512 448 4459 Main
512 454 1342 Fax

Tab 5 System Concept & Solution

SYSTEM CONCEPT & SOLUTION

Based on its understanding of the scope of work provided by ARR for this outreach program, the following is a summary of all relevant information and actions needed to achieve success through these outreach efforts.

Our purpose and objectives are to ensure education and outreach services to provide ARR's residential customers with actionable information about the Curbside Compost program, the City's Zero Waste goals, as well as other programs. Efforts should include active involvement of nonprofit and community organizations.

These efforts will initially focus on the 14,000 households currently being served via ARR's Curbside Compost pilot program, which could increase to 30,000 households within the first year, and based on Austin City Council's approval, by 2020 it could be reaching up to 210,000 households.

The selected contractor must have experience with outreach and education services to Austin residents; experience with outreach related to sustainability or environmental stewardship efforts; experience working with community, neighborhood groups, nonprofits and environmentally focused organizations; developed annual work plans; experience with face to face communications, conducting workshops, trainings, and presentations; experience with door to door direct communication with residents; and have staff fluent in Spanish, Vietnamese and Chinese.

Within two weeks of contract execution, contractor must provide the annual work plan and timeline for the first year's activities (fiscal year 2016-2017), outlining recommended approach and strategies for communicating with Austin's diverse population on the topic of composting and other ARR services, based on a \$100,000 budget, and the fact that all outreach activities must occur at least between April and August of each year. Work plans for each year thereafter will be submitted at the end of the previous year. The work plan must include:

1. An explanation of the face to face communication strategies, including community-based trainings, workshops and presentations to neighborhood associations and other groups, which should cover:
 - How to compost correctly in the home and at the curb to ensure compliance and low contamination;
 - How to keep bins and containers clean and pest free;
 - How composting helps Austin reach the City's zero waste goal and why that is important;
 - ARR zero waste goals and associated materials and flyers;
 - Distribution of kitchen compost collectors at the end of each event;
 - Consideration of the needs of the specific community event audience to remove attendance barriers (interpreters, child care, scheduling date & time).



Tab 5 System Concept & Solution

2. Description of the targeted door to door outreach to residents in ARR-determined areas, taking place between 9 a.m. and 8 p.m., which must include:
 - Advice and education of residents on how to compost correctly in the home and at the curb to ensure compliance and low contamination;
 - Advice and education of residents on how to keep bins and containers clean and pest free;
 - Advising residents how composting helps Austin reach the City's zero waste goal and why that is important;
 - Distribution of ARR materials and flyers; and,
 - No less than four attempts by contractor staff to conduct face to face communications with each household as defined in the targeted outreach areas via door to door outreach.
3. Resources and experience in working with the African American community, the Asian community and the Hispanic community; including confirmation that staff can converse with residents in Spanish, Chinese, and Vietnamese.
4. Creative strategies to reach the targeted populations in a culturally appropriate and effective manner.
5. Reporting
 - Written documentation of each face to face communication attempt via door to door outreach, including:
 - Resident's name;
 - Resident's address;
 - Date and time of face to face communication attempt;
 - Indication whether the face to face communication attempt was successful or unsuccessful; and,
 - The name of the Contractor's outreach staff attempting the face to face communication.
 - For outreach training sessions, a minimum of 10 verified participants is required, if not, they should be rescheduled. Contractor must use attendance sheet for all outreach events;
 - Conduct surveys at all outreach events, training sessions or presentations;
 - Maintain monthly activity logs for all activities: shall contain the number of face to face interactions with customers, the number of events hosted, the number of training sessions conducted, the number of presentations made, and the names of community organizations and or neighborhood associations attending events.



Tab 5 System Concept & Solution

SYSTEM SOLUTION

The City has asked the chosen contractor to have the following qualifications, to which we present our solution:

Experience with outreach and education services, specifically to Austin residents.

Solution: Cultural Strategies and Group Solutions RJW has partnered with the City of Austin on numerous significant and complex projects requiring public outreach and education for more than 20 years. Several of the most significant projects include the Imagine Austin Comprehensive Plan, the Zero Waste Initiative, CodeNEXT, Airport Boulevard Initiative, Guadalupe Improvement Program, and the Austin Clean Water Program. These programs required the firms' and their city partners to identify and reach out to thousands of residents, neighborhoods and citizen groups all over the community in varied and creative ways to share information and obtain feedback. We have met with citizens at their homes, bus stops, churches, community centers, schools, grocery stores, neighborhood meetings, along creeks and at other creative venues to disseminate information and talk face to face with residents to hear what they had to say.

Experience with outreach related to sustainability or environmental stewardship efforts.

Solution: Cultural Strategies and Group Solutions RJW have collaborated hand in hand with environmental groups like Save Our Springs, Sierra Club, Sustainable Food Center, and Save Barton Creek Association on various projects, like Austin Clean Water Program, to make sure that environmental actions were compatible with community values and dovetailed with local groups' concerns. Group Solutions RJW also took the lead role on public outreach for the project team designing the Waller Creek Flood Control Tunnel, organizing stakeholder meetings to discuss sustainable materials for public structures like the Parks and Recreation Department's new boathouse, and in securing public input on the Zero Waste Initiative. Cultural Strategies was also part of the team that helped write the Environmental Justice Plan for the Lone Star Rail District's Lone Star Regional Rail Project Environmental Impact Study.

Experience working with community, neighborhood groups, non-profits and environmentally focused organizations.

Solution: Cultural Strategies and Group Solutions RJW have worked extensively with community, neighborhood, non-profit and environmentally focused organizations all over the city. The firms have performed outreach to Austin's Asian, Hispanic, and African American communities for several initiatives on behalf of the City of Austin, the Capital Area Metropolitan Planning Organization (CAMPO), Lone Star Rail District, and TxDOT, as well as of the Travis County Commissioners Court for the Travis County Redistricting Plan. During work on the Austin Clean Water Program, 800 meetings were held in 70 neighborhoods around the community, touching every segment of



Tab 5 System Concept & Solution

Austin. For the City's Go Smart initiative, Cultural Strategies reached more than 300 middle school-aged children with a safe walk – safe bike and active transportation message, and distribute over 14,000 collateral material pieces through AISD middle schools and the City's community recreation centers.

Experience developing annual work plans.

Solution: An important part of our client work is working with them in putting together work plans to highlight effective strategies, resources and communication methodologies. Examples of work plans include the Imagine Austin Comprehensive Plan, Colony Park, CodeNEXT, Austin Clean Water Program, South I-35 Water and Waster Improvements Program, 183 South Expressway Project, Waller Creek Tunnel, Downtown Wastewater Tunnel, MoPac South Environmental Study and the Zero Waste Plan.

Experience with face to face communications, conducting workshops, trainings and presentations

Solution: The Cultural Strategies team has managed citizen advisory groups, conducted open houses and workshops and developed and presented training sessions and presentations to impart information and obtain face-to-face input. This kind of communication remains the most important as it helps foster genuine relationships with people on all sides of a project. Here are just a few examples of our projects that have benefitted from face to face communications: Imagine Austin Comprehensive Plan, CodeNEXT, Airport Boulevard Initiative, Guadalupe Improvement Program, and South I-35 Water and Wastewater Improvements Program.

Experience with door to door communication with residents.

Solution: The Cultural Strategies team has frequently gone door-to-door to talk with residents or to deliver project meeting notices, invitations to special events, street closure updates, construction deadlines, surveys and other important public information. The protocol is to communicate with leaders in each neighborhood first to announce the door-to-door work in advance so neighbors are not alarmed by the personal contact. Wearing official name tags and offering business cards help reassure citizens that the visits are legitimate and professional.

Staff fluent in Spanish. The City is prepared to provide interpreter services through current contracts for additional languages whenever needed.

Solution: The Cultural Strategies team is fluent in Spanish and as we communicate door-to- door in neighborhoods, we will have staff available to communicate with those residents in the appropriate languages including Chinese and Vietnamese.



Tab 6 Work Plan

THE WORK PLAN

This work plan outlines our recommended approach and strategies for communicating with Austin's diverse populations on the topic of composting and other ARR services. A thoughtful Work Plan is a foundational step to ensure the successful delivery of the Residential Compost Program expansion during this fiscal year, and will serve as a foundation for future years over the five-year period this project is expected to last.

	Proposed Timeline																					
	May-17					Jun-17				Jul-17				Aug-17					Sep-17			
	1	2	3	4	5	1	2	3	4	1	2	3	4	1	2	3	4	5	1	2	3	4
Discovery Session																						
Work Plan Development & Delivery																						
Definition of Communities to be Served																						
Material Review & Development																						
Material Desing & Production																						
Organization Outreach																						
Business Partners Outreach																						
Door-to-Door Visits																						
Trainings/Worshop (1-to-1 or in group)																						
Presentations																						
Events																						
Texting Outeach																						
Online Outreach																						
Media Outreach (PR)																						
Community Ambassador Program																						
Weekly Reporting																						
Monthly Reporting																						
Program Evaluation																						

= Planning

= Implementation

Tab 6 Work Plan

DISCOVERY SESSION

As soon as the contract is awarded we will schedule a meeting with the ARR team in charge of the Residential Compost program. During this meeting, all relevant information will be gathered to fully understand the current state of the pilot program, available resources, how and when will it be expanding during 2017 and the following years within this contract's time frame. This will also be a time when we specifically define the communities we will be immediately be serving as well as the ones that will be added as the year progresses.

We'll ask for all available research & statistics ARR has gathered regarding our community's composting habits, experiences with the pilot program, what has worked and what hasn't.

During this meeting, we will aim to define measurable goals and objectives for this fiscal year's outreach efforts.

FIRST YEAR WORK PLAN ELEMENTS

Please refer to the provided timeline for details on when the following actions will be taking place.

Within two weeks after the contract execution, ARR will receive a 2016-2017 fiscal year work plan and timeline for the first year's activities (fiscal year 2016-2017).

The following are strategies we will evaluate with ARR and, based on their input and prioritization, implement during the duration of this contract.

- **Trainings/Workshops:** We believe that 1-to-1 and group trainings and workshops will be the centerpiece of our outreach efforts. All our additional strategies and tactics will be centered in providing more information about the Residential Composting Program and the City's Zero Waste goals, and ultimately getting people to attend one of our trainings/workshops and learn the practical steps they need to take to make composting an integral part of their lives. Our team is prepared to make these trainings/workshops in English, Spanish, Chinese, and Vietnamese. We will make sure to hold these trainings/workshops in places near the communities we are reaching out to, taking into consideration, their cultural and language needs, as well as addressing any other barriers that would hinder participation (childcare, scheduling date & time).
- **Presentations:** To successfully achieve the City's composting and Zero Waste goals, we must get full buy-in and support from all nonprofit, community, and neighborhood organizations/associations, as well as schools, which are part of our target audience's lives. We will initially identify them and contact their leadership to share details on the City's initiatives, share with them how they are vital to reaching our goals, and eventually schedule presentations to their members/staff. While identifying new outreach opportunities, our team will take advantage of our existing relationships with organizations like the



Tab 6 Work Plan

Sustainable Food Center, TreeFolks, Keep Austin Beautiful, Sierra Club, minority chambers of commerce, Asian American Cultural Center, Austin's neighborhood associations, and local gardening clubs to promptly begin outreach. During these presentations, we will share both general information and details about ARR's initiatives, details about our outreach program, and ways in which they could play a vital role in helping their community and the City accomplish these goals. As mentioned before, our goal is to partner with them for and schedule trainings/workshops for the communities they serve. Additionally, we will explore opportunities to participate in events these organizations/associations and/or schools will be holding in the future. Finally, since they know their communities in a much intimate manner, we will explore additional opportunities to present them with our messaging and call to action. If needed, we are prepared to make these presentations in our audience's language of choice (English, Spanish, Chinese, or Vietnamese).

- **Door-to-Door Visits:** Recognizing the power of in-person interaction and knowing first-hand the effectiveness of grassroots community outreach, door-to door visits will be an important piece of our efforts. These visits will happen in strategic areas of greatest opportunity based on historical recycling data and community needs. Our goals during them are providing community members information on the Residential Composting program, the City's Zero Waste initiative, and other programs, both through our conversations as well as through leave-behind collateral materials. Yet, we believe that having residents participate in nearby trainings/workshops would increase the probabilities of them actively implementing composting efforts at home. Therefore, our priority during these visits is making them aware of and sign up for upcoming trainings/workshops in their area. If they can't attend and/or are not that interested in participating, we will be ready to ask for a couple minutes of their time to share with them a quick and practical presentations on how to compost, besides – as mentioned above – leaving them collateral materials with more information on how to compost.
- **Business Partner Outreach:** Local businesses are an important part of our community, and as such, there is great potential in having them be a part of our outreach efforts and thus, increasing the success of having our community embrace our initiatives and help us achieve our goals. We will make our presentation to their leadership and staff as well as explore ways in which they become active participants in our outreach and education efforts. Those businesses that would seamlessly help get the message out in an effective manner would be reached out to first. Some examples are: Hoover's Restaurant, Torchy's Tacos, Austin Pizza, Austin Java, Chi'Lantro, and Din Ho Chinese BBQ.
- **Media Outreach (PR):** We would reach out to editorial staff of all general market and multicultural/multilingual media outlets and share with them all relevant information on the City's ARR efforts on composting, its Zero Waste goal, and other programs, emphasizing the importance they have for the region and its



Tab 6 Work Plan

residents, and provide them with specific action items, events, as well as human stories. Our goal is to maintain top of mind awareness of these initiatives among as many individuals in the region in the most cost effective way possible, instill a sustainability friendly frame of mind within our community members, and get additional platforms through which we can get more people to actively participate in the City's resource recovery efforts, accelerating it Zero Waste goal.

- **Texting Outreach:** Through an online texting platform, which we have effectively utilized during previous campaigns, we would offer interested individuals the opportunity to opt in to our texting service to receive information about ARR's initiatives and activities around the Residential Composting program, the City's Zero Waste goals and other programs. Our team would develop, with guidance from ARR's staff, updates important information to provide subscribers in such a way that we don't overwhelm them with text messages, while keeping them engaged.
- **Paid Online Outreach:** Through a service that specializes in customized digital experiences, we will be able to access digital advertising channels in an efficient, cost effective manner to execute, data-driven, comprehensive marketing outreach solutions to connect geographically and demographically with our target audience. We will use data-driven audience buying (Identify the target audience across the open web with display creative using a data-driven approach), site retargeting (Retarget qualified audiences who have visited the City of Austin's website with creative), contextual targeting (Align City of Austin creative with relatable desktop environments) and facebook newsfeed advertising with one goal in mind: to get persons to attend one of our workshops/training to learn more about residential composting, the City's Zero Waste goals or the programs actively being promoted by ARR. Six two-week flights prior to previously scheduled workshops/trainings.
- **Organic Online Outreach:** Understanding that ARR for now only has a Facebook account, we would create content to be posted there inviting followers to attend scheduled events. Utilize ARR's newsletter to reach subscribers with news and information about our initiative and invitations to participate in scheduled events. We plan on exploring with ARR staff the pros and cons of establishing a Twitter account and using it for community outreach.
- **Community Ambassador Program:** Through our community engagement process we aim to create advocates and ambassadors for the City's sustainability initiatives. This is a complementary, long-term strategy to ensure all the City's sustainability efforts become part of the fabric of the diverse communities across the City of Austin. To do so, our strategies and tactics fall under a three-pronged framework: Connect — Equip — Mobilize. To create effective results, we must first connect with current and new stakeholders by providing different doorways through which they can engage with ARR and its initiatives. Some of these connecting points may be our door-to-door visits, trainings/workshops,



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presentations, and event participation. After the connections are made, we equip our audiences with the best informational resources developed in- language with messaging that resonates with their perspective. By equipping people with tools, knowledge, and abilities, stakeholders will not only see the City of Austin's ARR as an important community asset, they will grow to view it as a reliable community partner. This buy-in will further the message and information the City of Austin aims to communicate. Once stakeholders are connected and equipped, they're ready to mobilize. Mobilize is to assemble, to put into movement and action. Our approach will mobilize new and existing stakeholders and move them to engage their networks with accurate sustainability information. Most people are connected to networks whether they are online, offline, formal or informal. By tapping into the existing relationships of stakeholders, ARR can amplify its reach, by having its advocates and ambassadors share the Residential Composting program, the City's Zero Waste goal and other messages related to its programs.

MATERIALS REVIEW, DEVELOPMENT, DESIGN & PRODUCTION

The City of Austin's ARR has developed engaging and informative content for their Residential Composting Program. We would like to make a thorough inventory of all currently available materials to identify all assets that can and should be utilized during our outreach efforts, making sure we are good stewards of the City's resources. We will also be looking for opportunities to develop new outreach, promotional and collateral materials and content to effectively and efficiently connect with the multilingual and multicultural audiences we will be reaching out to.

Among potential new material/initiatives to be developed, we have identified the following:

- Adding Spanish, Chinese, and Vietnamese web pages in the composting section of the City's website (<http://austintexas.gov/austincomposts>), no more than a page per language with basic composting and contact information.
- Develop downloadable PDFs in Chinese and Vietnamese similar, but shorter and simpler, to what is already available in English and Spanish.
- Produce an infographic in English, Spanish, Chinese, and Vietnamese on composting basics to post online and complement English-only video content already available.
- Produce multilingual/multicultural content, display advertising, presentations, and collateral materials for the proposed presentations to organizations and businesses, trainings/workshops, texting outreach, paid online outreach, and community ambassador program.



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- Promote the “What do I do With” page of the “Austin Composts” section of the City’s website to be used by consumers similar to an App and/or link on their cell phone so that they could check if a given item is compostable or not. Right now, that section of the City’s website only identifies recyclable or landfill items; the City might wish to consider updating their contract with the company ReCollect to include composting as part of this page. This way people will have composting information on the palm of their hands, making it more likely for them to take the right decision when disposing of any given material. (Ideally, obtaining and promoting a ReCollect-developed full-fledged Waste App would be extremely beneficial for this and other sustainability initiatives).

Once our contract is executed and the work plan is approved, we will proceed with the design of all approved elements, present them to ARR’s project manager for edits and approval, and then proceed with their corresponding production.

CREATIVE STRATEGIES

ARR’s mission to achieve Zero Waste by providing services that promote waste reduction, increase resource recovery, and support the City’s sustainability efforts should be a top priority for every single person living in Austin for the long-term for their and their loved ones’ wellbeing, as well as that of every member of our community.

Yet, we all live extremely rapid-paced lives, not only juggling multiple responsibilities and situations that require our attention, but are continuously bombarded by messages, oftentimes in several platforms at once. This makes it difficult to filter relevant and important communications, pay attention to them and, more importantly, take the actions we need to take to address them.

Therefore, below are creative ideas/strategies that will certainly capture people’s attention, inform them about the importance of acting on ARR’s sustainability initiatives, and most importantly engaging them with fun, innovative concepts which will talk to their “what’s in it for me?” natural impulses. These creative strategies could be utilized in multiple elements of our plan.

- **The Green Bin is part of your family:** ARR’s Green Bin becomes part of the family. Family pictures will be showcased in different yet usual scenarios, where the Green Bin is just another member of the family. This concept will be accompanied by messaging inviting community members to embrace residential composting all the time, making it a part of everything they do... just like family. The community would also be invited to submit their family pictures including the green bin.



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- **Making Austin #1 Green:** Austinites are very proud of the city where they live. It being environmentally-friendly is one of the things that make Austin, Austin. We would talk directly to our community's city pride and move them into taking action in becoming a leader in Texas, and the entire country, when it comes to caring about our environment, specifically through waste reduction efforts via residential composting.
- **Greenest Neighborhood Contest:** Each neighborhood that is part of the Residential Composting Pilot program would automatically become a team and compete against the others on how much they compost, based on the amount of residential composting picked up each month (this is assuming this is a number easy to obtain via City of Austin reports). This would be an annual (fiscal year) event, based on a bracket system like March Madness, offering tangible incentives through our local business partners to every month's winners. At the end of the year, the winning neighborhood would receive a big prize, which could include among other things, a catered community party, with food & soft drinks, as well as environmentally-centric children's activities, and recognition from the Mayor/City Council. Yard signs would be utilized to keep the composting competition top of mind within participating neighborhoods.
- **The Summer of Compost:** Residential composting would become the Summer's Blockbuster, partnering with already established events such as KGSR's Blues on the Green Summer concert series or Alamo Drafthouse's Kids Camps (during holiday breaks), to spread our resource recovery message.
- **Compost Three-Point Shooting Contest:** During trainings/workshops, presentations, and events we participate in, we would have this shooting contest, during which people would be shooting toy (or real if/when appropriate) items into either a brown, blue or green bin. The point of the contest is not only scoring, but knowing in which bin each specific item belongs. Winners would receive prizes from the City of Austin and from our partners.
- **Instagram Contest:** We would invite neighbors living in our Pilot program areas to upload to their Instagram account creative pictures including their Green Bin and/or a composting activity at home, labeling them with the hashtag #austincompost. A weekly winner would be selected getting city and partner-provided prizes and would move to a final round where a grand prize would be given, including the opportunity to become a main campaign element for the next year's efforts.
- **What goes with Green?:** Create a short online video series and social media posts, where in a somewhat tongue-in-cheek way a local fashionista (would try recruiting Kendra Scott) would share what items belong in the compost bin, in the way they would normally discuss how clothing, accessories and jewelry combine, emphasizing the "perfect matches" and the ones that should never happen.



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- **“There’s no time to Waste”:** Taking into consideration the importance and urgency that exist in achieving the City’s Zero Waste goals, we would create this campaign with the goal to inform and persuade our target audience regarding the necessity of actively participating in the Residential Composting program, as well other ARR programs. The campaign would live in all the elements previously described on this response.

COLLABORATING WITH EXISTING NON-PROFITS AND COMMUNITY ORGANIZATIONS

Our experience working in the City of Austin has taught us that the effectiveness of outreach efforts is increased exponentially when we meet residents in their own neighborhoods, have a presence at events and in places that are important to them, and coordinate with non-profit and other community organizations they trust. We will work closely with community organizations and non-profits throughout the project to identify opportunities for workshops and presentations. We will also leverage them to communicate about door-to-door activities. Our target list of organizations includes neighborhood associations, schools, gardening groups, civic clubs, environmental organizations, recycling advocates, community gardens and farmers’ markets, and includes groups like Ecology Action, Austin Eco Network, Keep Austin Beautiful, Sierra Club, Austin Area Garden Clubs, Austin Organic Gardeners and TreeFolks.

REPORTING

For ARR to be fully informed about outreach effort’s progress and success, monthly reports will be submitted for all activities utilizing the forms, formats and processes that will be provided. Through these, ARR will be updated on all face to face communication attempts, training session attendance or rescheduling (if minimum participation is not accomplished) and activity participant surveys (for events, training sessions, and presentations). ARR will also receive monthly activity logs which include number of face-to-face interactions with customers, the number of events hosted, the number of training sessions conducted, the number of presentations made, and the names of community organizations and/or neighborhood associations attending events. At the end of the first year’s contract a program evaluation report will be delivered to ARR, with an analysis of the results of all outreach efforts’ effectiveness, including any suggested actions to take to improve on what has been accomplished.



Tab 7 Prior Experience

THE TEAM'S EXPERIENCE

Below are samples of relevant projects, campaigns and initiatives that members of our team have had the privilege of contributing to. As you will notice, throughout the execution of these projects, we demonstrate having the experience required on your RFP to successfully execute the outreach services for your Residential Compost Program.

Zero Waste Project, City of Austin – Conducted outreach to educate the public on Zero Waste possibilities in Austin and encourage their participation in public discussions. Identified participants from the reuse, recycling and composting industries, citizen groups, local businesses, and agricultural communities. Through personal conversations, the use of mailing lists and outreach to the media, we explained the purpose of upcoming meetings and invited stakeholders to attend public meetings and participate in the dialogue.

Go Smart, City of Austin – Developed Go Smart Austin, a walking and biking safety initiative for the City of Austin to teach middle school aged children the rules of the road and the importance of safe, active transportation through fun, incentive based learning. Developed the brand, messaging, and collateral materials. Implementation was centered on visiting schools and presenting safety information directly to children with the goal of changing behaviors over time. Prizes were produced to reward learning and participation, including branded bike helmets, bike lights, water bottles, t-shirts, caps, pedometers, sunglasses, stickers, and buttons. By the end of the spring 2016 school semester, the program presented to over 220 Austin ISD middle school students, as well as 124 middle school-aged children participating on Austin Parks & Recreation's Community Recreation Centers across town, and over 14,000 collateral pieces distributed.

Imagine Austin: Planning the City's Future, City of Austin – Crafted public awareness messaging and led public input and stakeholder engagement activities. We met with citizens at bus stops, community events, nonprofit organizations and in their homes to fill out questionnaires and get their input. Thousands of stakeholders – representing business, neighborhood, environmental, and other interests – participated by attending forums and/or providing input in other creative ways. More than 8,000 pieces of input were received and a plan was developed and adopted.

Montopolis Recreation and Community Center, City of Austin – A voter approved bond funded the design and construction of a new recreation center, replacing the existing facility. In partnership with McKinney York Architects, we were selected to provide public information and community engagement services to ensure the needs, desires, and values of Montopolis neighborhood residents were reflected in the design for the new facility. Created survey tools and other public exercises in English and Spanish to inform the design process. Also,



Tab 7 Prior Experience

gathered public input by hosting public meetings, small group stakeholders' meetings, and design charrettes. Feedback opportunities were promoted through hyper-targeted flyer distribution, social media, calendar listings, media outreach, community calendar listings, and other peer-to-peer engagement tactics. The design phase is complete. During the upcoming construction phase, we will continue community engagement, and will host community ground breaking and grand opening celebrations.

Colony Park Master Plan, City of Austin – Helped residents, working with a consultant team, develop a master plan team that would re-imagine the east Austin neighborhood. The neighborhood, which is historical African American and predominantly Hispanic, was included in every step of the design process, including workshops, tours and information sessions.

CodeNEXT, City of Austin – Were the prime communications and outreach sub-contractor, collaborating with three other sub-consultants to provide public engagement and communications services for the multi-year initiative for the City of Austin's Land Development Code Revision. Conducted stakeholder research for messaging and branding, created educational materials, coordinated media news stories, and worked with a broader outreach team to build an outreach approach that engaged a diverse set of residents and community groups, presenting a broad set of interests. Our scope has included providing the City of Austin's Planning and Development Review Department and Public Information Office with news media recommendations and placements, website content development, creation of initiative collateral materials including handouts, invitations, and flyers in English and Spanish, outreach to stakeholder groups for small group presentations, promote and organize attendance to several large-scale public events and three community workshops. We also implemented an approach for a Community Ambassador Program designed to engage residents who are historically underrepresented in these types of initiatives. In its initial phase of public outreach, the project collected thousands of comments and input from over 800 Austin residents, 40 organizations and civic leaders. In April of 2014, the team delivered a comprehensive Listening to the Community Report which outlined the themes and areas of improvements expressed by those who participated, and assisted in the Approaches presentation for a City Council vote.

New Central Library, City of Austin – Engaged as part of the consulting team of designers and architects to create opportunities for public dialogue at public library branches throughout the city. Workshops and presentations were provided for stakeholders from all zip codes, ethnicities, education and income levels, ages, and walks of life to give their input on what their "dream" central library would look like and function like. These public opportunities provided rich responses from a diverse set of perspectives that were captured by our staff and reported back to the team.



Tab 7 Prior Experience

Guadalupe Improvement Program, City of Austin – As the prime lead public involvement and community outreach for the project, our goal was to educate Austinites on existing conditions along the Guadalupe corridor and provide opportunities to share input on how to improve the area for pedestrians, bicycles, public transportation, and cars. Designed and implemented a plan that identified stakeholders, informed the community on the initiative through collateral and the news media, and launched a survey instrument to collect input; all efforts were implemented in both English and Spanish. The online Survey received responses from over 780 participants, while more than 125 total attended the public open house and small group stakeholder meetings.

African American Quality of Life Dialogue Design and Implementation, City of Austin – Planned and executed community dialogue forums for former Mayor Will Wynn and former City Manager Toby Futrell. Facilitated discussions that explored questions exposed by the City of Austin’s “African American Community Scorecard” and identified specific, sustainable, actionable recommendations. More than 700 Austinites participated in the forums that explored the financial, psychological, and physical health of African-Americans in Austin.

Airport Boulevard Initiative, City of Austin – Utilized innovative ways to gather information regarding public perception and visions for Austin’s Airport Boulevard corridor, as well as raise awareness of the city’s plan to renovate the corridor. Provided outreach to underserved populations (Hispanics, African-Americans, and Asians), faith-based organizations, neighborhood groups, and small businesses. Developed a video series which captured the thoughts of more than 30 participants on what elements they valued and which they wished could change in the Boulevard. Engaged and guided more than 40 community residents and business owners along the corridor to take photographs of what they loved and what wished to change in the Boulevard; over 100 pictures were gathered from participants and used in focus group-style discussions to further understand public perceptions and needs. Hosted a community and business open houses. Conducted focus groups and individual meetings, with a total of more than 70 participants who helped identify goals, issues, perceptions, and concerns to inform the redevelopment strategies for Airport Boulevard. All the information and opinions gathered from our work informed the development of the new code for the Airport Boulevard Corridor.

183 South Expressway Project, Central Texas Regional Mobility Authority – Responsible for community outreach on the 8-mile 183 South expansion is east and southeast Austin. Activities include developing the public outreach plan, educating stakeholders, coordinating with neighborhood and nonprofit organizations to disseminate information and mediate problems, implementing the project’s good neighbor and business initiatives, making presentations, and using techniques such as text alerts and door-to-door contact to get information to residents. More than 60% of project residents are Hispanic and African American.



Tab 7 Prior Experience

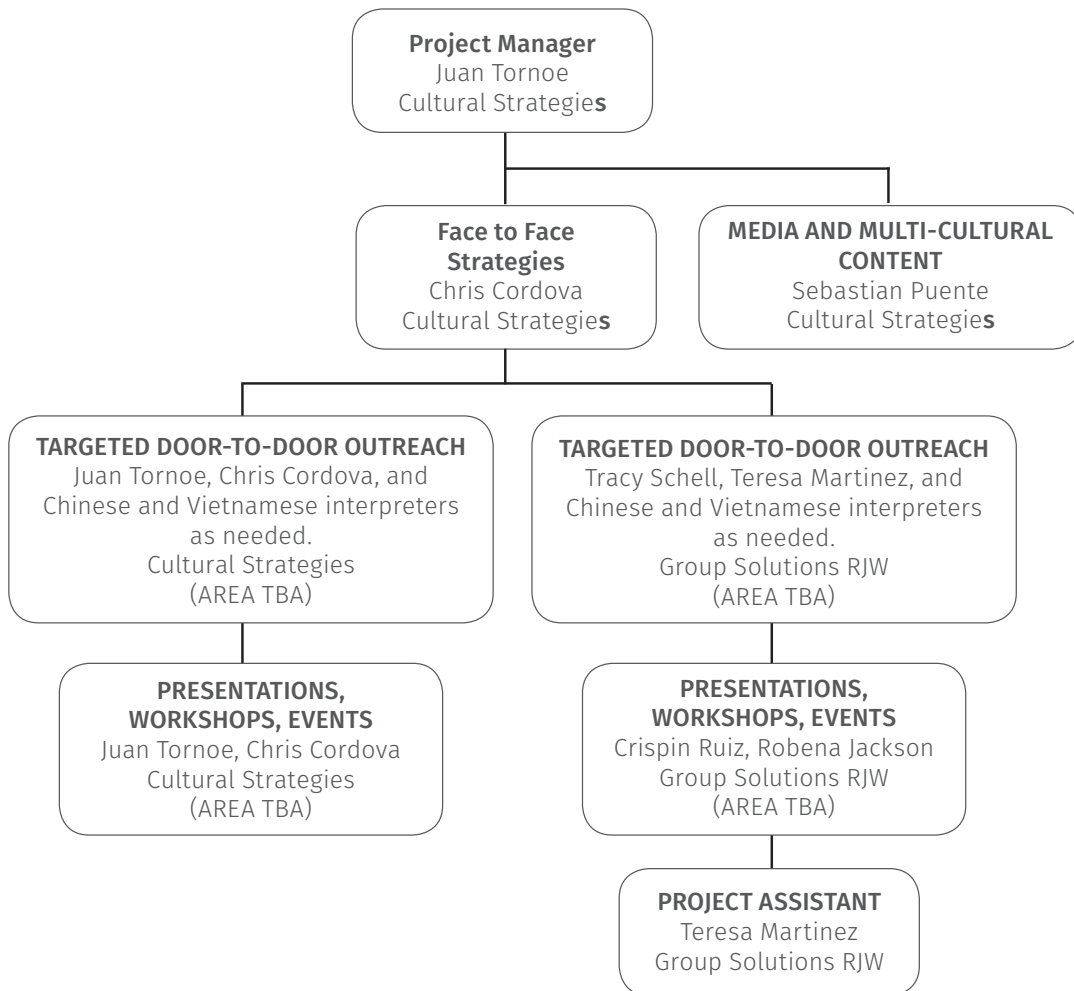
Lone Star Regional Rail Project Environmental Impact Study, Lone Star Rail District – Served as a multicultural communications subcontractor for this mobility initiative in Central and South-Central Texas that looked to increase capacity in the I-35 corridor through passenger rail service and a freight by-pass rail within the area. We helped draft the Environmental Justice Plan for the project and were in charge of stakeholder engagement, Spanish media outreach, Spanish translations for all digital content and print collateral materials, as well as Spanish interpretation during public meetings.

2035 Transportation Plan, Capital Area Metropolitan Planning Organization – Planned and executed stakeholder outreach, facilitating public workshops and conducting survey outreach throughout the Capital Area Metropolitan Planning Organization's (CAMPO) five county region. CAMPO's objective was to obtain stakeholder input and build public support for a regional mobility plan that addressed citizen and business needs in a five-county area. Stakeholders in Bastrop, Caldwell, Hays, Travis, and Williamson Counties participated in dialogue sessions. To encourage public participation in the plan, Group Solutions helped craft messaging to distill a complex idea into a tangible and compelling call to action. Stakeholders in Bastrop, Caldwell, Hays, Travis, and Williamson Counties participated in dialogue sessions.

First Priority, Harris County Healthcare Alliance – Branded an initiative of a group of their community health centers, as "First Priority". At the same time, launched an outreach program for this initiative, aimed at increasing patient enrollment and repeat visits, particularly among underserved populations. Efforts included: research, branding, website development, printed collateral material, promotional merchandise, public relations, Spanish translations, Vietnamese and Arabic interpretations, community engagement, training, and event planning.



Tab 8 Project Management Structure



Tab 8 Project Management Structure

Juan Tornoe **Cultural Strategies** **Partner, CMO**

Juan is a native Spanish speaker who has been fully bilingual since early childhood, and has fully committed himself to clearly delivering concepts between English and Spanish. He has successfully been working on copy writing, research, advertising planning, and translations with surgical details within a wide range of industries: healthcare, education, quick service restaurants, entertainment, local government, financial services, utilities and media companies among others. The best measurements of success for his copy writing and translation services are the long-term relationships we maintain with many of our clients.

His bilingual copywriting skills have shaped marketing, advertising, and public information projects for the City of Austin, Central Health, Seton Healthcare Family, UTMB Health, Project HOPES and many others. Juan has led comprehensive website and customer-centric collateral Spanish-language translations for Texas Gas Service, Jewish Home Lifecare, Harris County Healthcare Alliance, Circuit of the Americas, Hispanic Foundation of Silicon Valley as well as many other organizations in the Austin area.

Juan has worked with a wide range of businesses, from owner-operated small companies to Fortune 1000s. His blog, Hispanic Trending, is the leading Latino marketing and advertising blog. He is an international public speaker, and his insights have appeared on The Wall Street Journal, The New York Times, USA Today, CNN, Los Angeles Times, NPR, BBC, and Univision. He has a BS in Medicine and an MBA with emphasis in Marketing and Total Productivity Management, both from Universidad Francisco Marroquin in Guatemala.

Sebastian Puente **Cultural Strategies** **Partner, CEO**

Sebastian is a native of Guadalajara, Mexico and 30-year resident of Texas. His 17-year career in Spanish-language communications started while in college in Santa Fe, NM. Early successes provided him an opportunity to move to Washington, DC and assume the management of Hispanic Communications Network, a company that produced and syndicated daily and weekly cause-oriented radio and print campaigns, reaching millions of Spanish-speakers across the Western Hemisphere on over 160 radio stations, 60 newspapers, and four satellite radio channels. Among its clients were the National Science Foundation, U.S. Department of Labor and Robert Wood Johnson Foundation.

Upon his return to Texas, Sebastian helped launch and led the development of a leading print and online media company that targeted thousands of Spanish-speaking homes with local search services in TX and GA. As the creative lead, he oversaw the art direction, content development, and design production of five annual yellow page directories. Sebastian also served as the Creative Director and publisher of Club Deportes, a weekly Spanish-language sports newspaper recognized nationally in 2008 with two José Martí Publishing Awards.



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In 2009, Sebastian co-founded Cultural Strategies. As president he has led and overseen the development of communication strategies for public and private entities. His direction on the design and implementation of the agency's creative client-based products include print magazines and reports for the Sendero Health Plans, Harris County Health Alliance, ad campaign and collateral for The University of Texas System and Central Health, a series of marketing brochures and educational campaigns for the Texas Association of Community Health Centers, and reports and print educational materials for various City of Austin initiatives including CodeNEXT, Go Smart Austin, Neighbors to the Rescue, and Guadalupe Street Transportation Corridor Project.

Chris Cordova

Cultural Strategies

Client Services & Community Involvement Manager

Christopher Cordova, is the newest addition to the Cultural Strategies Team, serving as the Community Involvement Manager. Prior to working at Cultural Strategies, Christopher worked as a Community Engagement Coordinator with the United Way for Greater Austin. During his five years at United Way, he oversaw outreach projects for various programs including 211, the Affordable Care Act and Bank On Central Texas. Cordova's outreach efforts covered the 10-county region of Central Texas, educating residents about social service programs in English and Spanish. Christopher also thrived in building and maintaining strong partnerships with community stakeholders including CommUnity Care, AISD, ACC, Central Texas Food Bank and the Consulate General of Mexico.

Christopher, a native of El Paso, relocated to Austin and graduated from St. Edward's University. He worked in the education and legal fields before entering the world of non-profits. Christopher is currently certified in Strategic Planning Education – University of Notre Dame, Mendoza College of Business; Texas Department of Insurance – Registered Navigator; Certificate in Financial Capability Coaching- Neighbor Works America Center for Home Ownership Education and Counseling (NCHEC); Certified Information and Referral Specialist (CIRS) - AIRS.

He is a 2016 graduate of the Hispanic Austin Leadership Program through the Greater Austin Hispanic Chamber of Commerce, where he co-founded the Save Siempre, a bilingual financial education program. Cordova also sits on the boards of the Young Hispanic Professionals Association of Austin and the El Paso Social Network.

Tab 8 Project Management Structure

Robena Jackson
Group Solutions RJW
Executive

Robena Jackson relishes making communities better! She is a skilled executive, communicator and trainer. She has facilitated community education and participation projects in both the public and private sectors, and has worked on more than 30 local projects for the City of Austin. Her involvement has ranged from developing outreach and education strategy, implementing programs to reach targeted audiences, making one-on-one and group presentations, working with the media to disseminate information, facilitating workshops and reaching out to Austin business and civic leaders. She has worked with citizens, neighborhood organizations, homeowner groups, businesses and nonprofit organizations across Austin and has relationships in Austin's African-American, Anglo, Asian and Hispanic communities. In addition to her formal education, she is a former fellow of UT's Center for Public Policy Dispute Resolution and has completed numerous consent building, communication and group facilitation courses.

Crispin Ruiz
Group Solutions RJW
Supervisor/Manager

Crispin Ruiz is an experienced writer and communications professional. She understands community sensitivities and complexities after working extensively with neighborhood, civic and business organizations all over Austin. Her reputation for developing and implementing strategies to help clients initiate and complete important community-building projects is well-recognized by those who have worked with her. She has worked with the media, orchestrated successful neighborhood-friendly special events, conducted open houses, written and published newsletters, developed fact sheets and work plans and worked in many productive partnerships with City staff and elected officials to improve Austin. Better yet, she relishes direct, personal contact with citizens in the course of her daily work.

Teresa Martinez
Group Solutions RJW
Outreach Worker/Assistant

Teresa Martinez is experienced working with the public, particularly those citizens who may have felt excluded in the past. She has worked as a public involvement specialist for Group Solutions for five years and has assisted in coordinating meetings, developing databases, preparing materials for the public and one-on-one outreach. Teresa is a native Spanish speaker.



Tab 8 Project Management Structure

Rachel Cruz

Chinese Interpreter

Rachel Cruz is a native Chinese speaker who grew up in Taiwan. She worked for Taitung Cristian Hospital in Taiwan for two years as an interpreter for American missionary doctors. Rachel moved to the United States in 1996 where she continued interpreting at schools for immigrant students from non-English speaking families. Rachel moved to Austin in 2012. She finished her community interpreting training with Austin Area Translators and Interpreters Association and currently interprets for new immigrants from China and Taiwan to help them with the challenges of transitioning to a new country. She interprets for school parent meetings, opening bank accounts, and other critical services. She is a member of the Chinese Community of Austin and the Taiwanese/American Association. Rachel completed her Master's degree in Education at Texas State University and is currently teaching Chinese at an elementary school in Round Rock. She is also a member of the Texas Chinese Teacher Association.

Loan-Kieu L. Pham

Vietnamese Interpreter

Fluent in oral and written Vietnamese and English, Loan-Kieu has worked as an interpreter/translator for more than 10 years. Has extensive training with Language Solutions (Formerly known as Language Line Services) and Linqustica as an All-All-Over-The-Phone-Interpreter. She has completed the Introduction to Community Interpreting training with the Multicultural Refugee Coalition. Is a registered interpreter with the City of Austin and has worked with many of its departments during the last few years. She grew up in Vietnam and came to America when I was 9 years old, thus, understand both cultures very well, making her job a lot easier when it comes to connecting with individuals in a culturally sensitive manner. Loan-Kieu is a graduate from the University of Texas in Austin, with a major in Government and a minor in Social Work





Tab 9 Cost Proposal

THE COST PROPOSAL

The following table reflects our team's resource allocation assesment, however we expect further refinements to be made should our team be selected as your partner. The billing rate information is based on our team's currently approved rates by the City of Austin per categories.

		Executive \$151.84	Key Personnel \$127.71	Community Engagement \$99.99	Superv/Mgr. \$83.54	Assistant \$46.61	Outreach \$83.54	Annual	
Tasks									
1.1 Compost Outreach Plan/Start-up									
Hours		10	19	6	5	4			
Labor Cost		\$ 1,518.40	\$ 2,426.49	\$ 599.94	\$ 417.70	\$ 186.44			
Total Start-up Cost									\$ 5,148.97
Monthly Labor Description								Monthly	Annual
2.1 Hours by Assistant						20		\$ 932.20	\$ 4,661.00
2.2 Hours by Outreach workers							25	\$ 2,088.50	\$ 10,442.50
2.3 Hours by Supervisor/Manager					10			\$ 835.40	\$ 4,177.00
2.4 Hours by Executive		9						\$ 1,366.56	\$ 6,832.80
2.5 Hours by Key Personnel			14					\$ 1,787.94	\$ 8,939.70
2.6 Hours by Community Engagement				60				\$ 5,999.40	\$ 29,997.00
Total Monthly hours		9	14	60	10	20	25		
Labor Cost		\$ 1,366.56	\$ 1,787.94	\$ 5,999.40	\$ 835.40	\$ 932.20	\$ 2,088.50		
Total Labor								\$ 13,010.00	\$ 65,050.00

Direct Expenses								Monthly	Annual
	Units	Cost							
Postage/Delivery	100	\$ 0.48						\$ 48.00	\$ 240.00
Copies b/w	100	\$ 0.15						\$ 15.00	\$ 75.00
Copies (color)	100	\$ 0.40						\$ 40.00	\$ 200.00
Printing								\$ 150.00	\$ 750.00
* Mtg. Room Fees/Interpreter (5)								\$ 1,400.00	\$ 7,000.00
Texting Outreach								\$ 100.00	\$ 500.00
Online Paid Outreach								\$ 1,250.00	\$ 6,250.00
Material Design & Production								\$ 2,000.00	\$ 10,000.00
Total Direct Expenses								\$ 5,003.00	\$ 25,015.00
Total Monthly Estimate (labor & direct expenses)								\$ 18,013.00	

- *
 1. Room fees \$150. X 5 mtgs.
 2. Interpreter \$40./hr X 2 hrs ea. X 5mtgs
 3. Refreshments \$50./mtg. X 5mtgs.

Subtotal	\$	95,213.97
Account Mgt (5%)	\$	4,760.70
Total	\$	99,974.67

Tab 10 Proposal Acceptance Period

ADDITIONAL INFORMATION

Cultural Strategies understands the Proposal Acceptance Period language within the Proposal Preparation Instructions of this RFP. This proposal will remain valid for valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date. If the City of Austin requires a longer acceptance period, Cultural Strategies will be flexible to the needs of the department and will negotiate favorable terms in good faith.



SUBMITTED ELECTRONICALLY VIA EMAIL

March 9, 2017

Sandy Wirtanen
Senior Buyer
City of Austin - Purchasing Department
124 West 8th Street
Austin, TX 78701

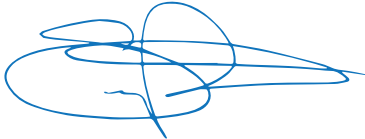
Re: Best and Final Offer of RFP 1500 SLW0516-1 - Outreach Services for Residential Compost Program

Dear Sandy:

We appreciate the opportunity to respond to your letter dated March 6, 2017 requesting further clarifications to our proposal submittal. You will find our answers to each question attached here. We hope they help inform your process and selection for the awarding of this contract.

Thank you again for selecting our team as a finalist. Please let me know if we can be of any further assistance.

All the best,



Sebastian Puente
Partner, CEO

Attachments: City of Austin Letter, Responses (pages 3-5)

City of Austin Request for Clarification



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

3/6/2017

Cultural Strategies Inc.
Sebastian Puente
Partner, CEO
600 Congress Avenue, 14th Floor
Austin, TX 78701

Subject: Best and Final Offer of RFP 1500 SLW0516-1, Outreach Services for Residential Compost Program

Dear Sebastian:

Thank you for your response to the outreach services for residential compost program solicitation for the City of Austin. The City has identified Cultural Strategies Inc. as a finalist and is requesting a Best and Final Offer (BAFO) from your company in regards to your submittal.

Clarification Questions:

- Please clarify what is meant by "1-1...training and workshops" on page 25 of the proposal.
- Childcare is referenced on page 20 of the proposal; however, the City does not wish to provide childcare due to legal requirements. The City can provide materials for child-friendly activities. The City requests that the Contractor secure meeting space that could accommodate a children's section and provide appropriately trained staff to facilitate the activities. Is Cultural Strategies prepared to meet this request?
- The City wishes that outreach staff who conduct door-to-door visits be trained and prepared to give an on-the-spot tutorial about composting should the customer be receptive. Is Cultural Strategies able to provide this outreach staff?
- The organizational chart provided indicates there are four staff members, plus interpreters, assigned to Target Door-to-Door Outreach. Does Cultural Strategies plan to hire more staff than these four? If so, how will the additional staff be vetted and trained prior to engaging in outreach activities? What consideration has been given to the timeline for this?
- The number of hours for Outreach workers is 25 in the Cost Proposal. Is that an estimate of the amount of time Cultural Strategies expects to spend each month on outreach activities? What activities from the work plan are included in these 25 hours?
- Please clarify the activities related to "Community Engagement" in line 2.6 of the Cost Proposal.

Terms and Conditions: Confirm that Cultural Strategies Inc. agrees to all the terms in the City's Request for Proposal, excluding those listed in your proposal response, if any.

All information is due back to me at sandy.wirtanen@austintexas.gov by 5 PM, local time, on Monday, March 13, 2017.

Thank you for your participation in this competitive solicitation. We appreciate your interest in doing business with the City of Austin.

Sincerely,

Sandy Wirtanen
Senior Buyer
City of Austin
Purchasing Office

Clarification Questions

Q. Please clarify what is meant by “1-1”... training and workshops” on page 25 of the proposal.

A. The full sentence should read, “We believe that 1-to-1 and group trainings and workshops will be the centerpiece of our outreach efforts.” Our apologies if there was a misspelling on it. What it means is that 1-to-1 (individual, person to person, face to face) as well as group (also in-person, face to face, but with audiences of more than one person) trainings and workshops, will be our most important outreach effort regarding the Residential Composting Program.

Q. Childcare is referenced on page 20 of the proposal; however, the City does not wish to provide childcare due to legal requirements. The City can provide materials for child-friendly activities. The City requests that the Contractor secure meeting space that could accommodate a children’s section and provide appropriately trained staff to facilitate the activities. Is Cultural Strategies prepared to meet this request?

A. Cultural Strategies has had the opportunity to serve the City in projects with similar needs and is aware of and has arranged the required logistics for providing child-friendly activities, in a children’s section within the location where an event takes place. Our staff has utilized City-provided materials - complementing them, when needed, with crayons, pencils, etc. - to facilitate these activities. Therefore, we are fully prepared to meet this request. We will make sure from now on to take into consideration the wording indicated by the City to refer to these activities.

Q. The City wishes that outreach staff who conduct door-to-door visits be trained and prepared to give an on-the-spot tutorial about composting should the customer be receptive. Is Cultural Strategies able to provide this outreach staff?

A. Yes. The Cultural Strategies’ staff team listed on the response to this RFP (and any needed others who may be engaged for the project) will be the ones responsible and directly conducting all door-to-door visits required for these outreach efforts. We are aware and ready to attend the “four hour training session provided by ARR staff on the subjects of ARR curbside composting, curbside recycling services and dress code” (Scope of Work, page 3).

Q. The organizational chart provided indicates there are four staff members, plus interpreters, assigned to Target Door-to-Door Outreach. Does Cultural Strategies plan to hire more staff than these four? If so, how will the additional staff be vetted and trained prior to engaging in outreach activities? What consideration has been given to the timeline for this?

A. The staff, timeline and budget presented on our response is based on Fiscal Year No. 1 (one), as mentioned on the RFP. We are assuming a May 1, 2017 start date and a September 30, 2017 end date for this period. The proposed number of staff participating on this effort is based on the estimated increase of 16,000 households participating in the ARR Curbside Compost Collection Pilot Program during this period (14,000 current households being served today, which might increase to 30,000 within one year, based on City Council approved expansion). Cultural Strategies and sub-consultant Group Solutions RJW, are both seasoned in local outreach efforts and are ready and able to expand outreach staff needs from current staff as well as subcontracting and/or hiring full-time/part-time experienced local outreach professionals in order to meet the needs of the expanding Curbside Compost Collections Pilot Program. We understand that current staffing won’t be sufficient for outreach during years 2 and 3 of this contract, let alone the two potential 12-month extensions. With the training received directly from ARR combined with the experience that we will gain during the first year’s implementation efforts, we feel fully capable of providing the needed training to new members of our team. Yet, if ARR considers it appropriate and/or necessary, we would very much welcome our additional staff being trained directly by them.

Clarification Questions

Q. The number of hours for Outreach workers is 25 in the Cost Proposal. Is that the estimate of the amount of time Cultural Strategies expects to spend each month on outreach activities? What activities from the work plan are included in these 25 hours?

A. Thank you very much for the opportunity to clarify/further expand on our budget.

First and foremost, the specific allocation of the budget - not its total - is likely to be re-accommodated based on the insights Cultural Strategies will gain during the discovery session with ARR staff, scheduled as the first activity of our engagement. Any/all of these changes will be reflected on the work plan to be developed and delivered to ARR after the discovery session, as reflected on the proposed timeline.

On our cost proposal, there are six (6) distinct positions, organized by City-approved name and hourly rate, 2 for Cultural Strategies and 4 for Group Solutions RJW, as follows:

Cultural Strategies:

Key Personnel: \$127.71/hr

Community Engagement: \$99.99/hr

Group Solutions RJW:

Executive: \$151.84

Superv./Mgr.: \$83.54

Assistant: \$46.61

Outreach: \$83.54

The time investment per each one of these positions is then distributed for two distinct activities: Development of the outreach plan (work plan) & startup costs and Monthly Activities.

The community engagement staff (Cultural Strategies) and outreach staff (Group Solutions RJW), will be performing the same outreach activities on a monthly basis. Therefore, between these two, there are 85 hours per month exclusively dedicated to outreach efforts. A good percentage of the hours allocated on a monthly basis to personnel described as Executive, Key Personnel, Superv./Mgr., and Assistant - to be distributed on the work plan delivered to ARR - will also be assigned to outreach efforts, since, as mentioned before, this will be the core of all our work.

The specific monthly activities, and time distribution for them among these positions will be described in detail on the work plan delivered to ARR, utilizing insights gained from the Discovery Session with ARR staff; yet, as described on our proposal, this will be focused on Trainings/Workshops, Presentations, Door-to-Door Visits, along with Business Partner Outreach, Media Outreach, and other strategies described on the delivered document.

Clarification Questions

Q. Please clarify the activities related to “Community Engagement” in line 2.6 of the Cost Proposal.

A. Again, thank you very much for the opportunity to address this situation. As mentioned on the previous answer, the breakdown presented on the cost proposal is based on the City-approved rates per position for Cultural Strategies and Group Solutions RJW. Therefore, “Community Engagement” and “Outreach” activities are one in the same. In retrospect, these should have been gathered into one Monthly Labor Description line. Our apologies for the confusion. We will make sure to be as specific as possible in the distribution of time and staff task allocation on the Work Plan delivered to ARR.

Q. Confirm that Cultural Strategies Inc. agrees to all the terms in the City’s Request for Proposal, excluding those listed in your proposal response, if any.

A. Cultural Strategies agrees with all terms in the City’s Request for Proposal.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CULTURAL STRATEGIES INC
AUSTIN, TX United States

Certificate Number:
2017-206938

Date Filed:
05/12/2017

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

CITY OF AUSTIN

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

MA 1500 NA170000156
MARKETING, COMMUNICATIONS, AND PUBLIC ENGAGEMENT CONSULTING SERVICES

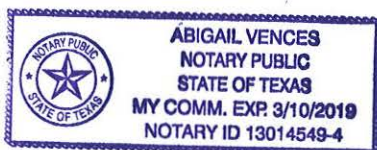
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

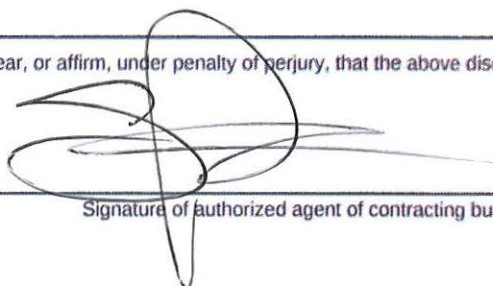


6 AFFIDAVIT

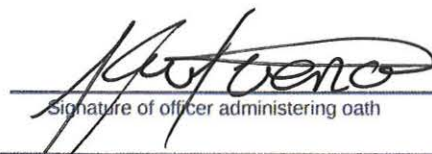
I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE


Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Sergio Puente this the 1st day of may 2017, to certify which, witness my hand and seal of office.

 Abigail Vences Notary Public
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Sandy Wirtanen 512-974-7711	PM Name/Phone	N/A
Sponsor/User Dept.	ARR	Sponsor Name/Phone	Tom Fulmer 512-974-1065
Solicitation No	RFP 1500 SLW0516	Project Name	Outreach Services for Residential Compost Program
Contract Amount	\$100,000/year with a 36 month initial term and two 12-month options	Ad Date (if applicable)	11/28/16

Procurement Type

- | | | |
|--|--|--|
| <input type="checkbox"/> AD – CSP | <input type="checkbox"/> AD – CM@R | <input type="checkbox"/> AD – Design Build |
| <input type="checkbox"/> AD – Design Build Op Maint | <input type="checkbox"/> AD – JOC | <input type="checkbox"/> IFB – Construction |
| <input type="checkbox"/> IFB – IDIQ | <input type="checkbox"/> PS – Project Specific | <input type="checkbox"/> PS – Rotation List |
| <input checked="" type="checkbox"/> Nonprofessional Services | <input type="checkbox"/> Commodities/Goods | <input type="checkbox"/> Cooperative Agreement |
| <input type="checkbox"/> Critical Business Need | <input type="checkbox"/> Interlocal Agreement | <input type="checkbox"/> Ratification |
| <input type="checkbox"/> Sole Source* | | |

Provide Project Description**

The City of Austin (City) seeks proposals from qualified Contractors experienced in providing education and outreach services to customers in the Austin area. The education and outreach services will provide residential customers with information on the Curbside Compost program, as well as the City's Zero Waste goals and other programs.

Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.

There is no previous contract. Since the residential organics program is being implemented, this is a new program as well.

List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)

9157356

For notification only - 91522, 91826

Sandy Wirtanen

11/17/2016

Buyer Confirmation

Date

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY

Date Received	11/17/2016	Date Assigned to BDC	11/17/2016
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In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:

<input type="checkbox"/> Goals	% MBE	% WBE
<input type="checkbox"/> Subgoals	% African American	% Hispanic

GOAL DETERMINATION REQUEST FORM

	% Asian/Native American	% WBE
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

Commodity code - 9157356 has 18 M/WBEs located within the SLBP area and 1 WBE located outside the SLBP area

Subcontracting Opportunities Identified

No subcontracting opportunities identified - *Recommend Multiple Awards*

Counselor Name

SMBR Staff *Kenneth Kaku*

Signature/ Date *Kenneth Kaku 11/24/16*

SMBR Director or Designee

Date *11/24/16*

Returned to/ Date: